IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD
(Special Original Jurisdiction)

PRESENT
THE HON'BLE MR JUSTICE R.SUBHASH REDDY
WRIT PETITION NO : 12976 of 1997

Dated 22nd December, 2006

Between
M/s. Samaj Enterprises, a partnership firm
Having its regd.office at Hyderabad, rep by its
Partners Sri Syed Azizuddin Ali Khan and anor.

….Petitioner

and

Union of India, rep. By its Secretary,
Ministry of Petroleum Central Secretariat,
New Delhi and ors.

…Respondents

HONOURABLE SRI JUSTICE R. SUBHASH REDDY

WRIT PETITION No. 12976 OF 1997

ORDER:

The petitioner, a partnership firm, entered into a dealership agreement dated 10-09-1976 with M/s.Caltex India Limited for carrying on business in petroleum products by running a outlet. After acquisition of shares of Caltex Oil Refining (India) Limited by provisions of Act 17 of 1977, the petitioner-firm had continued as dealer of third respondent-Hindustan Petroleum Corporation Limited. The petitioner-firm was running retail outlet at Nampally in Hyderabad.

But however, on the ground that it had violated the agreement, dealership agreement was cancelled. The same was the subject matter of Writ Petition before this Court in W.P.No. 19603 of 1993. The said Writ Petition was allowed by order dated 28-11-1995.

The petitioner, subsequently, made a request to the respondents for resitement of the said retail outlet by shifting the same from Nampally to Toli Chowk Cross Roads. When such request was made for resitement, the Chief Regional Manager of third respondent-Hindustan Petroleum Corporation Limited addressed a letter dated 30-01-1992 expressing their willingness to take the site at Toli Chowk Cross Roads junction, belonging to a trust, on lease directly in favour of Hindustan Petroleum Corporation Limited for a period of twenty years. But, however, the respondent-Corporation, subsequently did not accept the proposal for resitement and the same was communicated to the petitioner.

In this Writ Petition, it is submitted by Sri P.Venugopal, learned Counsel appearing for the petitioner that in view of the earlier judgment of this Court in Writ Petition No. 19603 of 1993, and, further in view of the letter dated 30-01-1992 addressed by the third respondent, the petitioner is entitle for shifting/resitement of the petroleum outlet to Towli Chowk Cross Roads.

On the other hand, it is submitted by Sri P.V.Sanjay Kumar, learned Standing Counsel appearing for the respondents that as much as Head Office of the Hindustan Petroleum Corporation Limited had already taken a decision rejecting the request of the petitioner for resitement, the petitioner is not entitle for any relief. Further, it is submitted by the learned Counsel that even earlier also, in spite of

specific request for directions for resitement, no orders were passed, for resitement. In that view of the matter, the petitioner cannot re-agitate the matter in this Writ Petition.

During the course of arguments, it is fairly submitted by Sri P.Venugopal, learned Counsel appearing for the petitioner that the petitioner-firm is not prepared to run the retail outlet at the place, where it operated earlier. It appears that the said site was developed by making constructions. The only grievance of the petitioner is that as much as the respondents have agreed for resitement, it is obligatory on the part of respondents to grant dealership to run the outlet, where it is proposed to re-site.

Though this Court allowed Writ Petition No. 19603 of 1993 by order dated 28-11-1995, by which, the order of termination of earlier agreement was quashed, but however, it is to be seen, the petitioner is not interested to run the outlet at the place for which agreement was entered into. In the letter dated 30-01-1992 issued to the petitioner by the Chief Regional Manager of the respondent-Corporation, they have only shown their willingness for resitement by obtaining site on lease directly in favour of the Hindustan Petroleum Corporation Limited. The petitioner is only a dealer, and, it is for the respondent-corporation to decide for resitement of an existing outlet. Merely because, at one place the dealership is granted to the petitioner partnership firm, in absence of any decision for resitement by the respondent-Corporation, the petitioner cannot ask for resitement as a matter of right. Though the Chief Regional Manager of the respondent-Corporation had expressed his willingness for taking the site on lease for location of the outlet, but finally, the Head Office of the respondent-Corporation had not taken any decision to obtain such site on lease. In that view of the matter, the

petitioner cannot seek any direction by way of Mandamus for resitement of the petrol outlet on the proposed site in the absence of any decision to that effect by the respondent-Corporation. Even this Court, in the order dated 28-11-1995 passed in Writ Petition No. 19603 of 1993 had not granted any direction for resitement. As such, the petitioner is not entitle for relief as prayed, in this Writ Petition.

The Writ Petition is devoid of merits and is accordingly dismissed. No order as to costs.

JUSTICE R. SUBHASH REDDY

DATED: 29---12—2006.
Msnr